

REQUEST FOR PROPOSALS

for

**ARCHITECTURAL, ENGINEERING
AND INTERIOR DESIGN SERVICES
FOR THE BANK OF AMERICA BUILDING**

Proposal Number BC-08-26-03-60

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

I. INTRODUCTION

Leon County requests proposals from qualified firms or individuals for architectural, engineering and interior design services to work as a team in providing needed professional services for the recently acquired Bank of America property. These professional services are required to facilitate the ongoing renewal and replacement of facilities.

II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-08-26-03-60
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

- B. An **ORIGINAL** and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies.

- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.

- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

- F. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than Tuesday, August 26, 2003 at 2:00 PM to be considered.

- G. Responses to the RFP received prior to the time of opening will be secured unopened. The

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.
- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked 'TOO LATE' and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

agency and meet all other such responsibility matters as contained on the attached certification form.

S. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(f)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

Proposal Number: BC-08-26-03-60

Opening Date: Tuesday, August 26, 2003 at 2:00 PM

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria contained herein to be aware of any local preference points to be assigned for this request for proposals.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

V. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

Leon County requests proposals from qualified firms or individuals for architectural, engineering and interior design services, upon the recently acquired Bank of America property. These professional services are required to facilitate the ongoing renewal and replacement of facilities, according to a comprehensive facility survey document, and to plan for accommodations of needed office occupancies desired by Leon County. The Bank of America property is located at 311 and 315 South Calhoun Street and consists of 1.359 acres, two buildings totaling 152,000 square feet (includes a nine-story main high-rise and three-story annex building) with an attached 4-story parking garage that

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

includes 216 current parking spaces. A separate 1.019 acre parking lot that includes 143 current parking spaces, located at 743 South Gadsden Street, shall also be considered for planning and integration of facilities during both study and design phases. Linkages of data and telecommunications network shall also be considered between the Bank of America property and Leon County Courthouse. Additional services may be defined as generally conform to the stated project intent. Said services are expected to span approximately 10 years, from commencement in the Fall of 2003 through completion expected prior to 2013. The selected firm (or firms) shall be responsible for the coordination of any and all related subconsulting professional services activity upon the project. Included services may consist of, but shall not be limited to Architecture, Engineering (Civil, Structural, Mechanical, Electrical, Plumbing, Sprinkler Systems, Environmental, etc.), Telecommunications, Structured Wiring, Interior Design, Surveying, Construction Administration, Inspection, Interior Design, Space Planning, etc.

It is the intent of the County that these services be provided by one or more firms working as a team for the duration of the contract period. Tasks to be performed during the period of contract may be performed by one or more firms of the team at the discretion of and assignment by the County. (For instance, a task of space planning may only require the services of the space planner and none of the other members of the team.)

IV. REQUIRED SUBMITTALS:

Please provide the following information for each firm that is a part of the team being proposed. Be sure to follow and clearly mark each section of your proposal according to the sections below (A, B, C, etc.)

- A. Firm name or Joint Venture, business address and office location, telephone number.
 - 1) If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
 - 2) Address of the office that is to perform the work.
 - 3) Federal Identification Tax Number or Social Security Number.
- B. The age of the firm, brief history, and average number of employees over the past five years, present size of firm, nature of services offered, and breakdown of staff by discipline.
- C. List projects of a similar nature which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.) Provide contact information for the owner's representative for each project listed.
- D. List outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- E. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1) Name & title

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building**Proposal Number: BC-08-26-03-60****Opening Date: Tuesday, August 26, 2003 at 2:00 PM**

- 2) How many years with this firm; How many years with other firms
- 3) Experience: Types of projects; Size of projects (dollar value and SF of project); What was the specific project involvement?
- 4) Education
- 5) Active registration(s)
- 6) Other experience and qualifications that are relevant to this project

F. Provide an overview of your understanding of and approach to the project, how you envision your firm meeting the needs of the County, and discuss how your qualifications, sub-consultants, and team members best fit this request for services.

G. Provide acknowledgment of Minority Business Enterprise and Equal Employment Policies and level of MBE participation (forms attached).

V. PROPOSED CALENDAR

The following schedule will be adhered to as closely as possible to assure an expedient time frame for the selection of the team:

- A) Publication of Public Notice - July 28, 2003.
- B) Begin Distribution of RFP - July 28, 2003.
- C) Proposals due - Tuesday, August 26, 2003, 2:00 PM
- D) Selection of Firm(s) or Individual(s) for Interview - no later than September 12, 2003.
- E) Interviews with first three ranked firms - September 18, 2003.
- F) Selection (Board of County Commissioners Meeting) - October 14, 2003.

VI. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1. Past Performance 25
Quality & Completeness of the designs and services;
Meeting budget and schedule, service attitude,
professionalism
2. Qualifications of staff 20
3. Technical competence 10
a) In-house Staff 10
b) Consultants 10
4. Project Approach and Quality of Response to RFP 10
5. References 5
6. Minority Business Enterprise Participation 10
7. Local Preference 5
8. Volume of BCC Work 5

Total 100

F. The volume of BCC work criteria shall be based upon the dollar value of payments made by Leon County to each contractor for the prior two year period. Points shall be assigned based on the volume levels in the following chart:

Dollar Volume	Points
\$0 - \$50,000	5
\$50,001 - \$100,000	4
\$100,001 - \$200,000	3
\$200,001 - \$300,000	2
\$300,001 - \$600,000	1
More than \$600,000	0

VII. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MBE's are used as follows:

<u>MBE Participation Level</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building**Proposal Number: BC-08-26-03-60****Opening Date: Tuesday, August 26, 2003 at 2:00 PM**

of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's bid.

1. Minimum Limits of Insurance

Respondent shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate; Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (**County is to be named as Additional Insured**).

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

5. Verification of Coverage

Respondent shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for
the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts,
Purchasing Director

Tony Grippa, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

STATEMENT OF NO BID

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

- _____ We do not offer this service
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications
- _____ Others (Please Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____
Signature _____
Name (Print/Type) _____
Telephone No. _____
FAX No. _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for
the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT _____

<u>MBE Participation Levels</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

<u>Name, Address, and Phone</u>	<u>Materials/Services</u>	<u>Amount</u>	<u>Group</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE Participation: \$ _____
Total Project Base Bid: \$ _____
M/WBE Participation as % of Total Base Bid: _____ %

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date: _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for
the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:		Phone:
Current Local Address:		Fax:
If the above address has been for less than six months, please provide the prior address.		
Length of time at this address		
Number of Employees and hours worked per week by each:		
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.		Percentage of Ownership
1.		
2.		

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me

(State or place of incorporation)

or has produced _____ as identification.

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for
the Bank of America Building
Proposal Number: BC-08-26-03-60
Opening Date: Tuesday, August 26, 2003 at 2:00 PM

Serial Number, if Any

Tallahassee, Florida 32308

DO NOT WRITE IN THESE SPACES

DESIGN CRITERIA PACKAGE

Attachment # 1

Page 22 of 57

FOR

**REPAIR AND REINFORCEMENT
OF
LEON COUNTY COURTHOUSE PARKING STRUCTURES**

TALLAHASSEE, FLORIDA



LEON COUNTY FACILITIES MANAGEMENT

Prepared by
W. Brick Rosenbaum, P.E.: FL Reg. No. 31301

ROSENBAUM ENGINEERING, INC.

327 Office Plaza Drive, Suite 103
Tallahassee, FL 32301
850-671-7230

Certificate of Authorization # 00007815

REI Project Number P03018

July 10, 2003

REPAIR AND REINFORCEMENT OF LEON COUNTY COURTHOUSE PARKING STRUCTURES Tallahassee, Florida

TABLE OF CONTENTS

SECTION DESCRIPTION

1. PROJECT GUIDANCE TO DESIGN-BUILD FIRM

1. Project Information
2. General Information
3. Design-Build Firm Responsibilities
4. Special Conditions
5. Existing Utilities
6. Project Schedule
7. Programmed Project Budget
8. Construction Phasing
9. Correlation and Intent
10. Validity of Information Provided
11. Information Verification
12. Site Information
13. Products and Substitutions
14. Inspections
15. Certifications

2. CODES AND STANDARDS

1. General
2. Code Requirements

3. FUNCTIONAL REQUIREMENTS

1. Project Overview
2. Work Staging Areas
3. Required Submittals
4. DBF Quality Control / Quality Assurance
5. Cleanup

4. DESIGN/CONSTRUCTION REQUIREMENTS

1. Project Description and Scope-of-Work
2. Structural Design Criteria
3. Testing Requirements
4. Drawing Requirements
5. Specification Requirements
6. Design Calculations
7. Project Meetings
8. Construction Phase Submittals

9. Description of Repairs and Reinforcement
10. Fire Protection for Installed Reinforcing Systems
11. Ancillary Scope-of-Work Items
12. Operations and Maintenance Instructions
13. Instruction on Operation and Maintenance

Appendix A - LOCATION MAP

Appendix B - PARKING GARAGE PLAN SHEETS / PROJECT LIMITS

Appendix C - STRUCTURAL CONDITION ASSESSMENT, REVISED JUNE 25, 2003

SECTION 1

PROJECT GUIDANCE TO DESIGN-BUILD FIRM

1. PROJECT INFORMATION

- A. **PROJECT LOCATION:** The project is located at the Leon County Courthouse, 301 South Monroe Street in downtown Tallahassee, Florida. A location map is included in Appendix A.
- B. **PROJECT DESCRIPTION:** A Structural Condition Assessment was prepared in April 2003 by Structural Diagnostics and Forensic Engineering (SDFE), Inc. Subsequently, the Assessment was updated and reissued on June 25, 2003 for inclusion in the Design Criteria Package. A copy of the revised assessment report is included in Appendix C of this "Design Criteria Package" (DCP). The purpose of this project is to repair and reinforce the reinforced concrete structure to correct deficiencies generally outlined in the Structural Condition Assessment Report.
- C. **DESCRIPTION OF STRUCTURE**
1. The Leon County Justice Center South (herein after referred to as the Leon County Courthouse) was constructed in the late 1980's adjacent to the existing Leon County Courthouse Annex.
 2. The structure is a total of ten (10) stories including five (5) levels of offices and public areas above ground level and five levels of parking garage below ground level. In addition, a 4-level parking structure is located under the front (west) plaza level which is connected to the main building parking levels. Several feet of soil sit on top of the 4-story garage under the front plaza. It is noted that a project to repair and reinforce a portion of the buried garage "roof" structure at the Plaza Level (2-way slab system between column lines M & J and 15 & 19.7) has recently been completed.
 3. In general, the courthouse structure is reinforced concrete. The elevated floor structures in the five parking levels under the main courthouse building (east of column line M) consist primarily of a two-way, flat slab system. The elevated floor and roof structures under the front plaza (west of column line M) are one-way construction with one-way slabs spanning in the east west direction supported by reinforced concrete beams and walls spanning in the north/south direction. An expansion joint along column line M separates the two systems.
 4. The plans in Appendix B include the general layout of the structure in the project area.

- D. **PROJECT LIMITS;** The Physical limits of this remediation project shall generally match the limits of the Structural Condition Assessment Report but shall specifically be as depicted on the drawings in Appendix B. Note that the drawings in Appendix B are general and schematic in nature and do not show all beams, walls and other feature. Refer to the original drawings and as-built field conditions for actual conditions. The scope of work (limits of the project) shall specifically include the following:
1. All elevated horizontal and vertical Reinforced Concrete (R/C) structural elements within the "Limits of the Project" depicted on the drawings in Appendix B, and beginning at the top of the Level P-0 slabs-on-grade and extending upward to, and including, the Plaza Level structure.
 2. On the plaza level, only the following elements are included (other Plaza Level R/C slabs and beams are excluded):
 - a. Plaza Level garage roof structural members (beams, walls and slabs) west of, and along, column line M (above Level P-4) are included, except that the slab located between column lines P & N and 21 & 22 which were previously reinforced to carry a monument above, are excluded.
 - b. R/C beams and expansion joint along column line M are included.
 - c. Two beams along column lines K and L which support the main entry stair case (see Plan in Attachment B) appear to have voids in the concrete. Reinforcement and/or repair of these beams is included.
 3. Except where noted otherwise, the project limits will stop at the interior face of the exterior R/C wall (defined as walls supporting soil on the outside face).
 4. Interior R/C walls and R/C columns are included.
 5. Repair of cracking and delamination of a section of R/C exterior wall located between Levels P-0 & P-1 and Column lines A and F.1.
 6. The limits of the project does not include any work in the north parking garage or in the structural elements of same, unless noted otherwise.. The separation between the two garage structures is located along column lines 14 and/or 15, depending on the location and Level (see Appendix B).

2. GENERAL INFORMATION:

- A. **DEFINITIONS:** Throughout this Design Criteria Package, certain terms, abbreviations and acronyms are used. The definitions for these items are as follows:
1. **Certified General Contractor (CGC):** A Florida licensed General Contractor who

- has been certified in accordance with Florida Statutes, Section 489.
2. Design-Build Firm (DBF): The person or entity submitting a proposal in response to this Request for Proposal (RFP) or the qualified person or entity who has been awarded the contract for design and construction of this project, also defined as the Design-Build Firm in Florida Statutes, Section 287.055.
 3. Design Criteria Package (DCP): The package of performance criteria, drawings, specifications and reports to be used by the DBF to design and construct the project, and as further define under Florida Statutes, Section 287.055.
 4. Design Criteria Professional: The person or entity preparing the DCP, and as further define under Florida Statutes, Section 287.055.
 5. Engineer: The Design Criteria Professional.
 6. Guaranteed Maximum Price (GMP): DBF's final contract price to perform all Design-Build work specified in this RFP.
 7. Owner's Representative (O.R.): Director of Leon County Facilities Management.
 8. Product: Design Documents, Test Reports, completed construction, materials, systems and equipment installed in the completed facility.

3. DESIGN-BUILD FIRM RESPONSIBILITIES

A. GENERAL

1. This project will be awarded as a "Design-Build Contract" as defined by Florida Statutes, Section 287.055. The selected Design-Build Firm will bear full responsibility for repairing and reinforcing the structure to restore structural integrity, enhance the longevity of the facility and to meet all applicable Code requirements.
2. During the performance of this contract, the DBF shall comply with all federal, state and local environmental laws, regulations, policies, and standards.

B. DESIGN RESPONSIBILITIES:

1. The Design-Build Firm shall retain Professional Engineers registered in the State of Florida, to oversee the design and construction of the project. The Design-Build Firm's Engineer will be the project "Engineer-of-Record" and as such, will bear full responsibility for the repair and reinforcement concepts and design, compliance with applicable codes and with the intent of this DCP.
2. The Design-Build Firm's Structural Engineer shall sign and seal all final drawings, specifications, calculations and other documents as the project Engineer-of-Record

in conformance with Florida Statutes.

3. At completion of the design phase, a copy of the approved final, signed and sealed, repair and reinforcement design documents shall be provided by the Design-Build Firm to Tom Brantley, P.E., Director - Leon county Facilities Management, 1907 South Monroe Street, Tallahassee, Florida, 32301.

C. CONSTRUCTION RESPONSIBILITIES:

1. The DBF shall retain the services of a CGC, licensed in the State of Florida, to construct the repairs and retrofit reinforcement of the structure. The DBF shall acquire material products from reputable vendors and comply fully with the manufacturers' recommendations, training, installation and application instructions.
2. Construction Supervision and Oversight: The DBF shall engage qualified Project Superintendents and registered Professional Engineers, as required by the State of Florida, to oversee the design and construction work. The DBF shall coordinate with the Owner to meet at least biweekly to coordinate the work during construction.
3. During construction, the DBF shall keep an up-to-date annotated set of as-built drawings on-site. At completion of the construction phase, original documents shall be updated to the as-built condition and a signed and sealed copy shall be provided by the Design-Build Firm to Tom Brantley, P.E., Director - Leon County Facilities Management, 1907 South Monroe Street, Tallahassee, Florida, 32301.

D. MATERIAL RESPONSIBILITIES

1. Carbon Fiber materials are envisioned as a leading and technically available solution to be employed for the retrofit reinforcing work on this project. However, other solutions and/or materials may be appropriate and will be considered by the Owner.
2. The DBF shall be responsible for reviewing available sources of commercial and industrial carbon fiber (and/or other materials) suppliers and pre-aligning with such source companies as integral members of the DBF's Team for evaluation.
3. The DBF shall coordinate its investigation, testing program, design solutions and corrective remedies, material applications, peer reviews, certificates and warranties fully with the selected material manufacturers for this project.
4. The Owner envisions, and requires, that the final work product will be warrantied into the future by the DBF and the participating material manufacturers who shall be jointly and severally liable for the final installed systems.
5. The Owner will consider proposals from the DBF for participating in the Owner's

direct purchase of major materials, thereby utilizing and benefitting from its tax exempt status, subject to review and approval of the specific arrangements for same.

E. LOCAL SUBMITTALS AND BUILDING PERMIT

1. The DBF shall be responsible for identifying and securing all necessary permits required for the project, including but not limited to: site plan, excavation, building, environmental, traffic and other types of permits (e.g., adjacent property protection, underground and overhead utilities, tree protection, maintenance of traffic or traffic control, road/driveway/sidewalk closures, waste disposal, etc.). Complete copies of all permit applications and fee calculation forms shall be provided to the Owner.
2. The Owner will pay for all required permit fees applicable to the project, with at least 72-hours advance notice given by the DBF. The permit fees shall be paid directly by Owner's check to the permitting agency involved, or reimbursed to the DBF as an out-of-pocket expense.
3. Unusual permitting shall be handled by negotiation of the particular circumstances involved. Permitting due to specialty equipment or methods employed by the DBF, shall be provided at the DBF's own expense.
4. A copy of each permit shall be provided to the Owner and otherwise distributed per the contract requirements.

F. DESIGN FREEDOM: Requirements stated in this DCP are minimums. Innovative, creative, or cost-saving solutions and design proposals which meet or exceed these requirements are encouraged. However, deviations from any of the requirements of the DCP should be clearly noted and justified in the proposal. Informative drawing notes are encouraged.

G. CONFLICTS, ERRORS OR OMISSIONS: In the event design conflicts, error and/or omissions become apparent during construction, the DBF shall be responsible for correction of the design and shall furnish the necessary revised drawings, specification and other support data as required to resolve the condition to the satisfaction of the O.R. The DBF shall further perform all work necessary to execute the correct design and shall bear full cost for all corrective work.

H. WARRANTIES AND GUARANTEES

1. General: The required final constructed product shall be a complete warranted and guaranteed project both in terms of materials provided and the installation, labor, equipment, tools and methods used.
2. Warranties: DBF and Material Manufacturers must jointly and severally issue a minimum warranty of five (5) years against material defects for all manufactured products installed into the work. The manufacturer must confirm the ability of the DBF and the manufacturer to issue this warranty in a written statement by an

authorized agent of the manufacturer. This statement must be included with the submittals. Issue warranties to "Leon County, Florida" prior to filing a Request for Final Payment.

3. Guarantees: The DBF shall guarantee the applications with respect to workmanship and proper application for five (5) years from the date of acceptance by the material manufacturer. Should any system failures covered under the warranty occur during this period, corrective action will be taken by the DBF to repair the installation to the satisfaction of the owner and material manufacturer. **All corrective work will be done at no cost to the owner.**
4. The Owner encourages proposals which propose to increase the terms of the material and workmanship warranties and guarantees. DBF proposals to increase the terms of the warranties and guarantees **shall be a consideration during proposal evaluation.**

4. SPECIAL CONDITIONS

- A. To avoid damaging the overlying Courthouse plaza features and the waterproofing system, all required repairs and retrofit reinforcing of the Plaza Level garage roof structural members shall be performed from below. No disturbance of the existing features above the top of the Plaza Level structure will be permitted without written permission from the O.R..
- B. The Design-Build Firm is advised that the parking areas and drives in the facility will remain operational during the construction period. Parking facilities are in use 24 hours per day, seven days a week.
- C. Coordinate all construction activities with the Owner. Prior to starting work, the Owner will notify all parking space occupants of the time(s) when parking will not be available.
- D. The Owner will clear, as available construction area, a maximum space equivalent to one floor Level (or two ½ Levels) at a time. If required, Parking Levels P0 and P4 can be entirely closed to traffic in their turn. However, traffic aisles shall be required to allow a continuous flow of pass-through traffic when the other Parking Levels are cleared for construction.
- E. The maximum allocated construction area defined herein above shall include the contractor's storage, staging, layout, parking and other functional areas. Due to the limited alternate parking spaces available to the Courthouse personnel, no additional construction area will be available.
- F. Place barriers at appropriate locations to prevent access to work areas. Provide all necessary, temporary Maintenance of Traffic devices and signage necessary to direct traffic around and through the construction area in a safe and efficient manner. Post personnel at parking entrances as required to control access to contract-related traffic only.

- G. **The day-to-day functions of the Courthouse facility are very noise sensitive. Any construction operations which create excessive noise or vibrations in the occupied portions of the Courthouse shall not be performed during normal operating hours, defined as Monday through Friday, 7:00 A.M. to 6:00.P.M.** The DBF is to arrange for all such work to be performed at times when the Courthouse facility is **not in use** requiring work to either be done "after-hours" or on weekends. Periodically, normal operating hours will extend into evening hours and weekends which may require a temporary work stoppage as directed by the O.R..
- H. **The DBF is to protect any vehicles and personal property that are within or adjacent to the work sites. Damage to vehicles or personal property shall be the responsibility of the DBF.**
- I. Proper air handling and protection of air quality within the Courthouse facility is required at all times during the construction process. Air quality control shall conform to all applicable local, state and federal statutes, regulations and guidelines. The DBF shall provide necessary special installations and equipment suitable for the purpose at each phase of the work.

5. EXISTING UTILITIES

- A. The DBF will be responsible to **temporarily or permanently relocate, support and protect all existing utilities** and other features requiring same during the construction work. The utilities which may be located in the work area includes, but is not limited to, water, sanitary sewer, power, telecommunications, fire sprinkler system, etc.
- B. In general, continuous service shall be maintained for all existing utilities. Any requested outages shall be coordinated with and approved by the O.R. at least 72 hours prior to temporary shutdown of any utility. Decisions will be made on a case-by-case basis. However, the DBF must be aware that outages of some utilities may not be allowed.

6. PROJECT SCHEDULE: All testing, concept and final design, repair and reinforcement construction work, closeout and cleanup under this contract shall be completed by the respective completion dates offered in the winning proposal and accepted by the Owner.

- A. The anticipated target dates are specified in the RFP. A corresponding work schedule, in **calendar days**, for this project is anticipated to be as follows:

Concept Design Submittal	Due with Phase II Proposal
Contract Award and Notice to Proceed *	70 days
50% Design Submittal	56 days
Owner Review Time	14 days
100% Design Submittal	42 days
Owner Review Time	14 days
Final Design Submittal	7 days
Owner Review Time	7 days

Substantial Completion of Construction	120 days
Final Completion of Construction	30 days
<u>Contract Closeout</u>	<u>30 days</u>
Total - Post Concept Design Submittal	390 days

* Indexes to Section V of the RFP.

A two-week review period shall be allowed for each design submittal except allow 7 days for review of the 100% design. **Review time is included in number of days outlined above.**

- B. Early Release Packages for Fast-Track Construction may be authorized by the Owner prior to delivery of the complete Repair and Reinforcement Design Package provided that portion of the design is sufficiently complete to permit its early release.

7. PROGRAMMED PROJECT BUDGET

- A. The amount programmed for this Design-Build Contract, to provide a complete useable facility, including all related design, construction and associated fees and miscellaneous costs, is **\$3,000,000.00**. However, this amount is only part of a larger programmed amount of \$5,000,000.00 for repair of the Leon County Courthouse which includes other projects. As a result, the stated \$3,000,000.00 programmed amount for this project may be reduced when costs of the other projects are accounted for.
- B. The final contract amount for this project will be in the form of a **Guaranteed Maximum Price** for all aspects of the work specified in the RFP.
- C. DBF proposals which proposed a GMP less than the programmed amount **shall be a consideration during proposal evaluation.**

8. CONSTRUCTION PHASING:

- A. The DBF shall submit a proposed CONSTRUCTION SCHEDULE AND PHASING PLAN as part of their Phase II Proposal.
- B. The actual construction project start-up shall be in compliance with all rules, regulations and permit requirements of the permitting agencies. This may include, but not be limited to, restrictions on construction activities until permits are obtained.
- C. The DBF shall develop and maintain an up-to-date construction progress schedule. The schedule shall be presented to show length and dependence of activities on one another and the sequence in which the work is to be accomplished. Critical path or Gannt type charts are acceptable.
- D. The Construction Schedule and Phasing Plan shall minimize, as much as practical, the disruption of parking and other operational activities in the facility.

- E. The DBF's plan for the Owner's access and use of the space during construction **shall be an evaluation criterion.**
- F. During the Construction Phase, at each monthly meeting, the DBF shall provide the O.R. with an updated progress schedule that will accurately reflect the current stage of the work and the DBF's current projected completion date.
- G. The DBF shall develop and submit a Schedule of Values which follows the approved project schedule and details the proposed valuation of various project components and work phases. Approval of the Schedule of Values shall be obtained at least two weeks prior to submittal of the DBF's first pay request.

9. CORRELATION AND INTENT:

- A. Omissions in the DCP of such words and phrases as "the BFP shall," "shall be," "shall consist of," "as indicated on the drawings," "in accordance with," "shall," "and," "the," etc., are intentional. Such words and phrases shall be supplied by implication.
- B. Whenever the words "necessary," "proper," or words of like effect are used in the DCP with respect to the extent, conduct, or character of work required, they shall mean that the said work shall be carried to the extent, must be conducted in a manner, or be of a character which is "necessary" or "proper" under the circumstances in the opinion and judgement of the Engineer.

10. VALIDITY OF INFORMATION PROVIDED:

- A. A Structural Condition Assessment was prepared in April 2003 by Structural Diagnostics and Forensic Engineering (SDFE), Inc. This document was revised on June 25, 2003. A copy of the revised document is included herein as Appendix C.
- B. The DBF will, at his own expense, verify and accept as his own, all information provided with the DCP. In addition, the DBF shall provide additional investigations, testing programs, etc. that are necessary to supplement the available information to provide a complete, **Professionally Designed and Constructed Project.**

11. INFORMATION VERIFICATION:

- A. Questions regarding design, coordination, or interpretation of RFP requirements during the proposal phase shall be directed to:

Keith M. Roberts
Director, Leon County Purchasing
2284 Miccosukee Road
Tallahassee, FL 32308
Phone: 850-488-6949
Fax: 850-922-4084

- B. After award of the contract, any questions shall be addressed to the Owner Representative

(O.R.).

- C. Questions regarding all access and on-site coordination issues shall be directed to:

Sharon Johnson
Operations Manager, Leon County Facilities Management
1907 South Monroe Street
Tallahassee, FL 32301
Phone: 850- 488-1948
Fax: 850-488-9174

- D. Questions regarding physical plant and related building systems and outages shall be directed to:

Albert Sessions
Facilities Support Superintendent
1907 South Monroe Street
Tallahassee, FL 32301
Phone: 850- 488-1948
Fax: 850-488-9174

12. SITE INFORMATION:

- A. **UTILITY RESOURCES FOR CONSTRUCTION:** Water and power for construction will be available **at no cost (for consumption)** from the existing on-site supply systems. If necessary, temporary hook up of utilities shall be coordinated at a source location directed by the O.R. All temporary hookup and tie-ins shall comply with all local codes and requirements and shall be the responsibility of the DBF. The DBF shall pay all costs, provide materials, design, load computations, etc. required for installation and will restore components to the original conditions at project completion. All temporary tie-ins to the building water system shall be provided with proper back flow prevention devices. Sanitary sewer will not be available on site for use by the DBF. The DBF shall provide portable toilets and other support facilities for all employees.
- B. Coordinate the location of debris dumpsters and other such containers with the O.R.. Obtain all necessary driveway and sidewalk closures and other permits from the City of Tallahassee. Owner will pay all required permit fees directly.
- C. Additional external or internal vehicle parking for DBF personnel, subcontractors, and other project related vehicles and equipment are not available. Provide off-site parking at no additional cost or use a portion of the available construction work space.

13. PRODUCTS AND SUBSTITUTIONS:

A. PRODUCTS:

1. In their proposal, the Design-Build Firm will specify products by referenced standards and/or by manufacturer's name, model number, or trade name.

B. SUBSTITUTIONS:

1. A product proposed as an "equal" shall be such that all its salient characteristics conform to those of the initially proposed brand name product. These salient characteristics may include, but are not limited to: design, function, size, quality, durability, color, style, texture, and other attributes which, given the nature of the project, may significantly affect its acceptability as a substitute for the listed product. The final determination as to whether a proposed substitute product is equal and/or acceptable shall be made by the Engineer.

14. INSPECTIONS

A. Field Inspections:

1. The Owner reserves the right to retain, at the Owner's expense, an independent inspection service to provide inspection of the structural repair and reinforcement system installations. The DBF shall provide the inspector with free access to the work area.
2. The DBF shall arrange for the material manufacturers to provide inspection of the structural repair and reinforcement system installations. Upon completion of the installation, an inspection shall be made by the manufacturer at no extra charge to the Owner. The inspection is to ascertain that the visible elements of the structural repair and reinforcement systems have been installed in accordance with the manufacturer's published specifications and details.

- B. Defective Work: Should the structural repair and reinforcement systems not be approved by the manufacturer's technician, correcting the defective work shall be done by the DBF until the structural repair and reinforcement systems satisfactorily meets all the manufacturers' specifications and requirements. Corrective work will be done **with no additional expense to the owner.**

15. CERTIFICATIONS

- A. Manufacturers: Upon completion of the work, the material manufacturers shall certify the installation is according to their recommendations and instructions and issue a warranty pursuant to Section 1.3.H. of this DCP, as a condition of project close-out and final payment.
- B. Contractors: Upon completion of the work, the DBF and their subcontractors shall certify the installation is according to their recommendations and instructions and issue warranties

and guarantees pursuant to Section 1.3.H. of this DCP, as a condition of project close-out and final payment.

END OF SECTION

SECTION 2

CODES AND STANDARDS

1. GENERAL

- A. The project shall be designed and constructed in accordance with the applicable codes, standards, design parameters or regulations noted in this section or other sections of the Design Criteria Package (DCP). In the event of conflict between codes, standards, or regulations, the most stringent requirement shall apply.
- B. Reference to standard specifications of any technical society, organization, or association, or to codes, manuals, or regulations of Federal, State, or local, authorities shall mean the latest standard, code, manual, regulation, specification, or tentative specification adopted and published at least 30 days prior to submittal of Phase II proposals, unless specifically stated otherwise.
- C. The reference of any code or standard listed below to the "building official" or the authority having "jurisdiction" or "governmental authority" shall be interpreted to refer to the Engineer as being the authority for code interpretation.
- D. The local permitting agency with authority over this project is the City of Tallahassee Growth Management, Building Division, 100 West Virginia Street, Tallahassee, FL 32301.

2. CODE REQUIREMENTS:

- A. General: Design and Construction shall be in accordance with the following codes, standards, and regulations. The most stringent shall govern when differences occur.
 - 1. Building and Structural Code: The 2001 edition of the Florida Building Code.
 - 2. Applicable current OSHA Standards and Regulations.
- B. Structural: In addition to the general requirements stated above, structural design will meet the latest editions of the following codes, standards, and specifications:
 - 1. American Concrete Institute (ACI), ACI-318, "Building Code Requirements for Structural Concrete and Commentary," 2002 Edition.
 - 2. American Concrete Institute (ACI), ACI-440.2R-02, "Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures."
 - 3. American Concrete Institute (ACI), ACI-503R-93, "Use of Epoxy Compounds with Concrete."
 - 4. American Concrete Institute (ACI), ACI-546R-96, "Concrete Repair Guide."
 - 5. American Institute of Steel Construction (AISC), "Specification for Structural Steel for Buildings, Allowable Stress Design and Plastic Design," 1989 Edition.
 - 6. American Institute of Steel Construction (AISC), "Load and Resistance Factor Design (LRFD) Specification Structural Steel for Buildings," 1999 Edition.

7. American Institute of Steel Construction (AISC), "Specification for Structural Joints Using ASTM A325 or A490 Bolts," 2000 Edition.
8. American Welding Society (AWS), "D1.1 - Structural Welding Code," 2002 Edition.
9. American Society of Civil Engineers , "Minimum Design Loads for Buildings and Other Structures," SEI/ASCE 7-02.
10. American Society for Testing Materials (ASTM), as noted and/or appropriate for materials used.
11. Other established standards, as appropriate.

C. Fire Protection Code

1. Chapter 36, Florida Building Code, 2001 Edition.

END OF SECTION 2

SECTION 3

PROJECT REQUIREMENTS

1. PROJECT OVERVIEW

A. GENERAL

1. The criteria for the Design-Build Contract for **REPAIR AND REINFORCEMENT OF LEON COUNTY COURTHOUSE PARKING STRUCTURES, Tallahassee, Florida** provided herein represents the desired performance and minimum design requirements for this project. This criterion is not, however, intended to restrict the Design-Build Firm from providing quality-based alternatives and/or creative solutions to achieve the objectives desired.
2. The DBF's use of quality-based alternatives and/or creative solutions to achieve the objectives desired **shall be an evaluation criterion**.
3. Contact with Owner During Proposal and Selection Process
 - a. During the Phase I proposal and selection process, independent consultation with the Owner or his representatives concerning the project requirements **is prohibited**. During this phase, verification of data can be obtained by contacting the Leon County Purchasing Director, as indicated in Section 1, Paragraph 11.
 - b. During the Phase II proposal and selection process, evaluation of proposals will be based on requirements stated in this DCP and independent consultation with the Owner or his representatives concerning the project requirements, **is prohibited**. However, special arrangements will be made with all the short listed DBFs to answer questions in a group forum or in writing in response to written questions with response being transmitted to all short listed firms.
4. PRE PHASE II PROPOSAL SITE VISIT
 - a. It shall be the responsibility of the DBFs to visit the site and make themselves completely familiar with the site conditions and quantities and types of material, labor and equipment required to complete the work under this contract.

B. SAFETY ISSUES

1. This project shall be designed and implemented to comply with applicable safety requirements. DBF shall provide for **evaluation** a safety plan with their proposed CONSTRUCTION SCHEDULE AND PHASING PLAN, annotated to indicate

design responses to safety issues and include safety issues within the submittal narrative.

2. The safety of the construction workers, vehicular traffic, pedestrians, both public personnel and County staff using the parking facilities, and the building occupants shall be considered and addressed.
3. Provide temporary wood enclosures, when necessary, to protect pedestrians from overhead work.
4. All Federal, OSHA, State (including VOC limits) and local safety rules shall be in force and strictly observed during the course of this work. Any protective clothing, respirators, ventilation equipment and other devices recommended by the material manufacturers or required by authorities having jurisdiction for use by workers handling these products shall be provided by the contractor.
5. This project will require a heavy construction work site, mandating the use of hard hats and other protective safety apparel rules, barricades around active construction areas, high intensity work lamps, routine cleaning methods, environmental systems, etc. Conformance to all safety requirements shall be the responsibility of the DBF.

C. PERMITS, LAWS AND REGULATIONS:

1. During the performance of this contract, the Design-Build Firm shall comply with all federal, state, local, and installation environmental laws, regulations, policies, and standards. The Design-Build Firm will determine what permits are needed, prepare permit applications, submit same to the proper local/state/federal agencies and obtain all required permits. The Owner will pay all permit fees directly to the permitting agency. A copy of each permit will be provided to the Owner.

D. AVAILABILITY OF EXISTING DOCUMENTS: The following documents will be made available to the DBFs:

1. Original Contract Documents
 - a. One copy of original Architectural plans and elevations and all original Structural Sheets. These are not as-built plans. **As-built plans for the structure are not available through the County.**
 - b. Also, note that original specifications are not available through the County.
2. Electronic copy (AUTOCAD) pavement markings. These are not as-built plans and shall be field verified in the field prior to removal or disturbance of existing markings

2. WORK STAGING AREAS:

- a. The Design-Build Firm shall obtain approval from the O.R. for all work staging areas prior to the beginning of any work at the project site. All materials and equipment shall be stored in the designated and approved work staging areas only. The number, size and location of the desired areas must be defined by the Design-Build Firm at the time approval is requested. Subsequent changes must also be approved by the OR prior to use.
- B. Material stored or activities performed in the DBF's work or staging areas shall not exceed the original design structural live loadings listed in paragraph 2, above.
- C. The Design-Build Firm's material storage areas, shall be surrounded by security fencing. All trash and construction debris must be disposed of off-site at the Design-Build Firm's expense. Disposal must follow EPA guidelines and be hauled to a licensed disposal site.
- D. All protection and safeguarding of materials, equipment and tools used in this work is the responsibility of the DBF. Any special temperature and/or humidity conditioned spaces required for storage of materials used in this work shall be furnished and maintained and shall be removed by the DBF at the completion of the work.

3. REQUIRED SUBMITTALS

A. General

1. The project schedule and submittal requirements presented in this DCP are minimum requirements based on an assumed approach to this project. The DBFs proposing for this project may propose other schedules (but may not extend the date for final Project Closeout).
2. The DBF may propose to perform the work on a fast track basis. In this case, the submittal schedule and content requirements may be adjusted. Requests for submittal schedule and content adjustments must be made in writing and approved in advance by the O.R.
3. Fully developed repair and retrofit reinforcing master plan sheets will be required before consideration will be given to advance (or limited) Notice-to-Proceed for Early Release Packages for Fast-Track Construction.

B. Concept Submittal - **To be submitted with Phase II Proposal.**

1. Prepare and submit a Concept Submittal for repair and reinforcement of the structure. As a minimum, the Concept Submittal shall include the following:
 - a. A written narrative describing the proposed project approach to repair and retrofit reinforcement of the structure.
 - b. An outline of a materials testing plan to verify material strengths and other structural properties.

- c. Concept structural repair and reinforcing drawings, including typical details of repair and reinforcement methods for various structural elements and conditions.
- d. Outline (narrative) specifications including proposed repair and reinforcement methods and procedures and list of materials to be utilized.
- e. Concept Construction Phasing Plan for the DBF's proposed phasing of the work to include use of space for construction, staging and storage areas and the Owner's continuous access and use of the parking space during construction.
- f. Proposed Project Schedule for the project beginning at the Notice to Proceed and extending through project completion and closeout. Schedule shall include all key activities and all project milestones indicated on the anticipated schedule present in this DCP. Proposal for fast track design and construction of project components shall be included.
- g. Proposed Safety Plan.

C. 50 Percent Design Submittal (Minimum) Requirements

- 1. All drawings, specifications and other items required to support the design developed to a 50 percent completion.
- 2. Draft Specifications for repair and retrofit reinforcing of the structure.
- 3. Additional testing program reports (if completed or required).
- 4. Final Safety Plan, inclusive of any proposed major shoring system details, falsework, temporary support procedure for major utilities, and phased maintenance of traffic plans and details.
- 5. Preliminary Schedule of Values with subcontractors and material sources identified and projected at expected levels of values and estimated as to a specific time and place on the project schedule. Identify proposed utilization of minority and women owned business, as well as locally owned business participation.

D. 100 Percent Design Submittal Requirements

- 1. All drawings, specifications and other items required above, completely developed.
- 2. Completed Specifications tailored to this specific project, including identification of all materials to be utilized.

3. Final testing program reports.
4. Final Plans and specification shall be formatted as outline in Section 4 of this DCP.
5. Shop drawing submittal schedule as required by the Quality Control Plan.
6. Final construction phasing plan, safety plan, construction schedule and Schedule of Values.
7. Pavement striping and marking and signage layout plan.
8. The 100% submittal must be complete and final in the opinion of the DBF's Structural Engineer and Project Manager.

E. Final Submittal

1. Resubmit 100 Percent Design Submittal, adjusted for comments.

F. Close-Out Submittal (Documentation at final completion)

1. As-Built Drawings
2. As-Built (annotated) Specifications
3. Final reports for all testing before and during construction, including any load test results.
4. Operation and Maintenance Instruction Manuals.
5. Warranties.

4. DBF QUALITY CONTROL / QUALITY ASSURANCE

A. Definitions:

1. Quality Management System (QMS): The means by which the DBF assures himself that his design and construction comply with the requirements of the contract.
2. Quality Control (QC): The DBF's inspection, examination and control of his own, his suppliers', and his Subcontractors' work and activities to ensure compliance with contract requirements.
3. Quality Assurance (QA): The means by which the DBF fulfills his responsibility for assuring that the QC system is functioning effectively.

B. General: The DBF shall establish and maintain an effective quality management system in

compliance with professionally accepted design and professionally accepted inspection of construction practices and as herein provided. The QMS consists of plans, procedures, and organization necessary to provide a design and materials, equipment, workmanship, fabrication, construction and operations which comply with contract intent and specific requirements. The system shall cover both design and construction functions, both on site and off site, and shall be keyed to the proposed design and construction sequence. The DBF will designate a Professional Engineer or Architect, registered in the State of Florida, as the responsible QMS authority. Different professionals may be appointed for the separate design and construction phases. Quality management personnel shall also be charged with the responsibility for overseeing the DBF's Safety Program. This duty will be clearly set forth in the QMS documentation.

- C. DBF Kick-off Meeting: As soon as practicable after contract award, the DBF shall meet with the Owner Representative (O.R.) and review and discuss the details of the DBF's quality control system. During the meeting, a mutual understanding of the quality control (QC) system details shall be developed, including the forms for recording the QC operations; control activities, testing, and administration of the system for both on-site and off site. A letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Chief of Quality Control shall be furnished to the O.R. within 5 calendar days after the meeting. Minutes of the meeting shall be prepared by the DBF and shall be signed by both the DBF and the O.R.
- D. Quality Management Plan: The plan will include as a minimum:
 - 1. A description of the quality management organization.
 - 2. The number, classifications, qualifications, duties, responsibilities and authorities of personnel.
 - 3. The method of design review proposed to assure that the design meets all contract intent and specific requirements.
 - 4. Procedures for processing, reviewing, and approving shop drawings, samples, certificates, and other submittals.
 - 5. QC activities to be performed, including those of Subcontractors, off site fabricators and suppliers. Each phase of QC; preparatory, initial and follow up as hereinafter defined; will be covered for each separable activity.
 - 6. Control testing procedures.
 - 7. Documentation format for QC activities and testing.
 - 8. Performance testing for acceptance of all facility electrical, mechanical and other systems.
- E. Notification of Changes: After acceptance of the QA/QC plan, the DBF shall receive the

O.R.'s approval in writing of any proposed change to the plan or QC personnel.

- F. Corrective Actions: At any time, if it is determined by the O.R. that the QC system, personnel, instructions, controls, tests or records are not providing design or construction which conforms to contract requirements, the DBF will be required to correct the deficiency, i.e., replacement of personnel, additional QC inspection, etc.
- G. Quality Control Organization:
1. Design: Design quality assurance shall be the responsibility of the Engineer who will seal all drawings and specifications as the "Engineer of Record." He shall also be the final approval authority for shop drawings, material submittals and any other tests and submittals affecting the final design.
 2. Construction: Chief of Quality Control: The DBF shall identify an individual, whose qualifications are subject to approval by the O.R., who shall be responsible for overall quality control and have the authority to act in all QC matters for the DBF. Minimum qualifications will include State of Florida registration as a professional engineer or architect. This individual will certify, and seal where required, all submittals and QC approval and disapproval documentation. Replacement of the QC Chief will be subject to approval of the O.R. and require full justification. No work requiring observation or testing will be conducted unless the QC Chief, or his designated representative, is present. The QC Chief shall be at the work site during scheduled weekly meetings with the O.R. unless otherwise specified at the initial coordination meeting.
 3. QC Personnel: The QC Chief will assign QC responsibilities in writing with copies of assignments to the O.R.. All personnel assigned QC responsibilities under the Chief shall be fully qualified by experience and technical training to perform their assigned responsibilities. Under no circumstances will QC personnel report to anyone other than the QC Chief. The job superintendent will not be assigned QC functions.
- H. Construction Submittals: The DBF shall prepare a submittal register and submit it for approval to the O.R. prior to start of construction. This register may be modified later with the O.R.'s approval. The register will list all proposed submittals and tests for purchased materials and equipment, and for subcontracts.
1. Procedures: The QC Chief will ensure that only materials and equipment which comply with contract requirements are purchased and delivered to the job site or used in off site fabrication, unless specific deviations are approved as specified hereinafter.
- I. Control: The DBF's QC system shall include at least the following three phases of quality control for each major feature of work:

1. Preparatory: Include a review of contract requirements to assure that materials, sample panels and equipment conform to contract requirements, and that control testing including procedures is finalized. Include examination of the work area, upon which new work is to be placed, to verify that work over which new work is to be placed conforms to contract requirements, and determination that required materials are on hand and properly stored. Listed below is a checklist of items to be covered.
 - a. Contract plans and specifications.
 - b. Approval of submittals.
 - c. Physical examination of materials.
 - d. Completion of preliminary work.
 - e. Procedures for accomplishing work.
 - f. Specifications review.
 - g. Safety related issues.
 - h. Testing, i.e. number of tests, when, where, and method of recording.
2. Initial: Implement the QC procedures for each major work element. The following steps are suggested:
 - a. Identify full compliance.
 - b. Check preliminary work.
 - c. Establish level of workmanship.
 - d. Apply controls.
 - e. Resolve all differences.
 - f. Check safety.
3. Follow Up: The followup phase shall be performed continuously to verify that control procedures are providing an end product which complies with contract requirements. Adjustments to control procedures may be required based upon the results of this phase and control testing.

J. Tests:

1. Testing Procedures: The DBF shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. Procedures include methods of performing quality control which include that for his Subcontractors work.
2. Appropriate forms shall be used to document each test performed.
3. The DBF shall procure the services of a qualified, independent, industry recognized testing laboratory to perform all construction testing for the project.
4. A copy of all reports of tests performed by an industry recognized independent laboratory shall be kept on file at the site and made available to the O.R. on request.

This requirement is in addition to any requirement elsewhere established and does not reduce reports required elsewhere to be submitted or the number thereof.

5. A list of tests to be performed shall be furnished to the O.R.. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The DBF shall perform the following activities and record and provide the following data:
 - a. Verify that testing procedures comply with contract requirements.
 - b. Verify that facilities and testing equipment are available and comply with testing standards.
 - c. Verify that recording forms, including all of the test documentation requirements, have been prepared.
- K. Defective Work: The DBF shall not build upon or conceal defective work.
- L. Documentation: The DBF shall maintain current records, on an appropriate accepted form, of quality control operations, activities, and tests performed including the work of suppliers and Subcontractors. These records shall include factual evidence that the required activities or tests have been performed, including but not limited to the following:
 1. Quality Control (QC) Reports: The specified reports must be completed no later than 10:00 a.m. the following workday and must be factual records of the DBF's daily quality control activities and resulting actions. As such, they should stress as major components of the report the following:
 - a. Construction underway during the time frame of the report (i.e., concrete work, structural steel erection, etc.).
 - b. Phase (preparatory, initial, follow up), and locations of control activities and/or check tests that were made. As a minimum, the reports shall address items noted under paragraphs 5.I.1 and 5.I.2, above.
 - c. Results of control activities, including control actions taken, nature of deficiencies observed, and corrective actions taken or to be taken. If no activities are listed on the report, it must be assumed that no work was underway or no control activities were accomplished and that QC is not being implemented.
 - d. Report of tests performed, with the results of the tests, including failures and remedial action to be taken. Test results should be attached to the report form.
 - e. Actions taken in review of submittals, including submittals approved and delays,

or predicted delays, caused by a lack of submittal actions.

- f. Monitoring of materials and equipment upon arrival at the job site and prior to incorporation into the work for compliance with submittal approvals, damage and storage information.
 - g. Job safety; safety hazards/violations, corrective action taken, safety meetings; daily comments required.
 - 2. The report must contain a record of control actions and tests for all work accomplished subsequent to the previous report. Separate reports of different phases of the work may be submitted by the responsible QC representatives or they may be combined into one consolidated report.
 - 3. In all cases, the report or reports must be verified and signed by the designated Chief, Quality Control. The verification should contain the statement that all supplies and materials incorporated in the work are in compliance with the terms of the contract except as noted. These records shall cover both conforming and defective or deficient features. Legible copies of these records shall be maintained at the site and furnished to the O.R. or his designated representative when so directed.
- M. The Owner's quality assurance activities will consist of construction project observation, review of QC activities and records, and discussions of areas where contract deviations appear evident. **Under no circumstances will the presence or absence of the O.R.'s observation relieve the DBF from full compliance with contract provisions.**

5. CLEANUP

- A. Remove debris resulting from the work from the project site at no additional cost to the Owner. Any accumulations of construction residue, trash, debris and empty containers occasioned by this work shall be removed daily by the Contractor. Collect waste material which may constitute a fire hazard and place in closed metal containers.
- B. Upon completion of the work, a final cleanup shall be made, and the area inspected by the O.R. prior to acceptance.

END OF SECTION 3

SECTION 4

DESIGN REQUIREMENTS

1. PROJECT DESCRIPTION AND SCOPE-OF-WORK:

- A. The intent of this project is to address the issues generally outlined in the SDFE report attached hereto in Appendix C. The Reinforced Concrete (R/C) structure, to the limits defined in Section 1 and Appendix B of this DCP, is exhibiting cracking and spalling and other signs of structural distress and failure at numerous locations, as outlined in the SDFE report.
- B. The causes of the problems are speculated to include under design, overloading and unaccounted for dynamic loadings.
- C. The overall scope of this project is to provide all design and construction required to develop and implement repair and reinforcement solutions to the structural issues generally outlined in the SDFE report and in this DCP, complete.
- D. Specifically, the design scope of the project includes all supplemental material and strength testing, product research, design submittals, review and verification of design and criteria information contained within this DCP package, and all supplemental design required to prepare final construction documents for **REPAIR AND REINFORCEMENT OF LEON COUNTY COURTHOUSE PARKING STRUCTURES**, with criteria as described herein. The final design shall include, but not be limited to, plans, specifications and calculations for: all new construction; incidental demolition; temporary construction and restoration; relocation of existing features, and accessories as necessary; calculations, drawings and specifications of design solutions and alternates offered; and provision and installation of all materials and components for a complete repair and reinforcement of the identified structural deficiencies and as provided in criteria presented herein.
- E. For the purposes of the DBF's Phase II Proposal, field verification of existing conditions and reasonable review of the requirements presented in the DCP is required to prepare a cost and concept proposal. For the concept, only conceptual and limited preliminary design of the proposal solutions is required as outline in Section 3, **REQUIRED SUBMITTALS**. It is the intent of this DCP to minimize conceptual design expense on the part of the DBFs prior to award of the contract. However, innovative and creative solutions presented in the proposals which meet or exceed the DCP requirements and fall within the budgetary limits prescribed, are encouraged and will receive quality points when the proposals are evaluated.
- F. The scope-of-work also includes obtaining all permits required for the project (see Section 3, paragraph 1.C.).

2. STRUCTURAL DESIGN CRITERIA

- A. Codes and References: See Section 2.
- B. Design Load Requirements: All Structural repairs and reinforcement shall be designed in accordance with the load provisions of the Florida Building Code or the original load assumptions used in the design of the building, whichever is more stringent.
- C. Basis of Original Design: The following loads are the basis of the **original design** based on GENERAL NOTES on Sheet S2.2 of the original drawings dated February 14, 1985. The DBF shall use higher loads, based on the recommendations of his Structural Engineer, when required to meet current codes and to achieve the objectives of this project.
1. Live Loads
 - (a) Office Spaces - 50 p.s.f.
 - (b) Parking floors and ramps - 50 p.s.f.
 - (c) Mechanical rooms - 125 p.s.f.
 - (d) Stairs and landings - 100 p.s.f.
 - (e) Dumpster area - To be determined based on equipment and vehicles utilized.
 2. Superimposed Dead Loads
 - (a) Garage floors and ramps - 20 p.s.f.
 - (b) Occupied areas - 30 p.s.f.
 3. Wind Velocity - 90 m.p.h.
- D. Material Properties
1. Existing Structures: The following material properties were the basis of the original design based on GENERAL NOTES on Sheet S2.2 of the original drawings dated February 14, 1985:
 - (a) Concrete Compressive Strength - 4,000 P.s.i. @ 28 Days.
 - (b) Reinforcing Steel - ASTM A616, Grade 60
 - (c) Structural Steel - ASTM A36
 - (d) Welded Wire Fabric - ASTM A185
 - (e) Bolts - ASTM A325f
 - (f) Anchor Bolts - ASTM A307 or ASTM A36
 - (g) Concrete Masonry Units (Cmu) - ASTM C90, Grade N, Type 1
 2. New Construction: The materials to be used by the DBF shall be selected by the DBF's Structural Engineer. DBF's Engineer shall verify that all new materials are compatible with existing materials and are adequate to perform correctly in the project environment. Minimum properties of new materials shall be as follows:

- (a) Concrete Compressive Strength - 4,000 P.s.i. @ 28 Days.
- (b) Reinforcing Steel - ASTM A616, Grade 60
- (c) Structural Steel - ASTM A36
- (d) Welded Wire Fabric - ASTM A185
- (e) Bolts - ASTM A325f
- (f) Anchor Bolts - ASTM A307 or ASTM A36

3. TESTING REQUIREMENTS

- A. The DBF will perform the following minimum testing program on the existing structural elements:
 - 1. Compressive Strength of Concrete : Obtain four field cores at each Level of the structure. Location of cores shall be selected to least impair the strength of the structure. Fill core holes with concrete grout. Cores shall be obtained and tested in accordance with ASTM C42 except the cores shall be air dried (temperature 60°F to 80°F, and relative humidity less than 60%) for 7 days before test and shall be tested dry.
 - 2. Non-destructive determination of reinforcing bar positions, spacings and sizes by x-ray or other methods. Sample a minimum of eight (8) locations on each level. DBF's engineer shall compare results with original plans and make judgements related to additional testing requirements as necessary to determine strength of existing structure.
 - 3. Carbonation Testing of Concrete: Test four locations on each level.
 - 4. Petrographic Analysis of Concrete: Test four locations on each level per ASTM C457.
 - 5. Other testing as determined by the DBF's Structural Engineer.
- B. Locations of test sampling shall be distributed through the structure and shall be determined by the DBF's Structural Engineer.
- C. The results of this testing will be incorporated into the design of the repairs and reinforcement of the structure.
- D. Provide a copy of all test results to Owner for the file.

4. DRAWING REQUIREMENTS

- A. DBF shall include in the design package complete Repair and Retrofit Reinforcement drawings with sufficient information and detail to completely define the project and to enable a complete review and understanding of the proposed work by the Owner and reviewing agencies. Drawings shall include the following minimum information:

1. Overall layout plans clearly delineating and describing the limits and scope of the work at each level.
 2. Structural Notes including a summary of design loads, material properties, and other basic project information.
 3. Structural details of each structural repair and retrofit reinforcement condition. Details shall be located and cross referenced on the plans sheets.
 4. Schedules and tables of variables for "typical" conditions.
 5. Other plans and information as required and as standard in the industry.
- B. Final drawings and details shall be bound into a single set and shall be signed and sealed by the DBFs Structural Engineer. Minimum Plans size shall be 24 by 36 inch sheets. Provide a cover sheet with project title and names and addresses of Owner, DBF and other key entities. Arrange and number the sheets in a logical order consistent with design industry standards.

5. SPECIFICATION REQUIREMENTS

- A. CSI FORMAT SPECIFICATIONS: DBF shall include within the design package a set of specifications which are tailored to this specific project. Specifications shall be derived from construction industry recognized "master specification" models as have been developed by the Construction Specifications Institute (CSI). The DBF's specifications shall conform to, and incorporate, the requirements of this DCP.
- B. Material Manufacturers shall be called out by name, including product names and numbers, in the specifications when a specific product manufacturer is proposed for use.
- C. If, after review of the final Design Package by the Owner, the DBF decides to change products to be used in the work, a written request shall be submitted complete with full product submittal and an explanation of the reason for the change.
- D. Project specifications shall be on 8-1/2 by 11 sheets, bound in booklet form, signed and sealed by the DBFs Structural Engineer. (See Section 1.13).

6. DESIGN CALCULATIONS

- A. The DBF's Structural Engineer shall prepare a full set of structural calculations as necessary to justify and back-up the repairs, retrofit reinforcing systems and all other structural elements utilized in this project.
- B. Initially, submittal of the signed and sealed calculations will not be required unless requested by the O.R. should any structural issues or questions arise during the work. **Calculations shall be kept with the DBF's project files and be available to the Owner**

for a period of 5 years following project closeout.

7. PROJECT MEETINGS

- A. **KICKOFF MEETING:** As soon as practical following the initial Notice-to-Proceed, a **kickoff meeting** will be held. Minimum attendees shall be the Owners Representative, the Design Criteria Engineer, the DBF's Project Manager and Structural Engineer and other parties to be assigned.
- B. **DESIGN PHASE:** After each design milestone submittal, a **design review meeting will be held** following the Owner's review of the submittal. Minimum attendees shall be the Owners Representative, the Design Criteria Engineer, the DBF's Project Manager and Structural Engineer and other parties to be assigned.
- C. **CONSTRUCTION PHASE:** During the construction phase, **monthly meetings will be held** for the purpose of reviewing the DBF's updated schedule and the pay request and to discuss and resolve any outstanding issues. Minimum attendees shall be the Owners Representative, the Design Criteria Engineer, the DBF's Project Manager, Project Superintendent and Chief of Quality Control and other parties to be assigned. This meeting will be separate from, and not replace, the DBF's internal meeting with their staff, subcontractors and material suppliers.

8. CONSTRUCTION PHASE SUBMITTALS

- A. Project Specifications shall require normal construction related submittals including, but not limited to, concrete mix designs, material product data sheets, product safety sheets and installation instructions, shop drawings, erection drawings, etc. as is standard in the industry.
- B. The DBF's Structural Engineer shall review and approve (or otherwise comment on) all construction related submittals to assure that the project plans and specifications are being conformed with.
- C. One copy of all submittals shall be provided to the O.R. for information and file at the same time they are provided to the DBF's Structural Engineer.

9. DESCRIPTION OF REPAIRS AND REINFORCEMENT

- A. **General:**
 - 1. DBF shall consider the data gathered and conclusions and recommendations presented in the Structural Condition Assessment bound herein in Appendix C. All issues raised in said Assessment, along with all additional issues found during the DBF's additional investigations and testing program shall be addressed in the DBF's design and construction of the repair and reinforcement of the R/C structures within the defined Limits of the Project.

2. The following are intended as general guidance for typical solutions to structural repairs and reinforcement of the structure and are not intended to be all inclusive or to preclude creative and effective solutions to be provided by the DBF.
- B. Major Crack Repairs:
1. Major Cracks:
 - (a) Definition: Significant crack meeting one, or more of the following criteria:
 - (1) Crack width of 0.05 inches or greater.
 - (2) Crack which extend through the structural beam or slab.
 - (3) Any crack exhibiting leaching of water or rust stains.
 - (4) Crack exhibiting vertical surface displacement across the crack.
 - (5) Other cracks determined by the DBF's Engineer to be structurally significant.
 - (b) Proposed Repair Method: High strength crack injection system. Prepare crack per manufacturer's recommendations as determined by the DBF's Engineer.
- C. Minor Cracks:
1. Definition: All other cracks.
 2. Proposed Repair Method: Gravity feed, high strength crack filling system. Prepare crack per manufacturer's recommendations as determined by the DBF's Engineer.
- D. Beam Reinforcing: Installation of retrofit reinforcing system consisting of externally adhered carbon fiber strips or other materials as designed by the DBF's Engineer.
- E. Slab Reinforcing: Installation of retrofit reinforcing system consisting of externally adhered carbon fiber strips or other materials as designed by the DBF's Engineer.
- F. Spalling Concrete: Patch with high strength cementitious patch material appropriate for the location and condition. Prepare surface per manufacturer's recommendations as determined by the DBF's Engineer.
- G. Repair of Spalling at Expansion Joint Slab Support along Column Line M, all Levels: Repair deteriorated concrete, improve performance of slip joint and widened bearing area under slip joints as designed by the DBF's Engineer. See the Structural Condition Assessment bound herein in Appendix C.
- H. Retrofit Reinforcement of Punching Shear Cracking Around Columns: Provide Steel shear Collars or other reinforcement as designed by the DBF's Engineer.

- I. Retrofit Reinforcing Requirements for Specific Areas: As a minimum, retrofit reinforcing (or other strengthening procedure) of the following areas, as delineated in the Structural Condition Assessment bound herein in Appendix C, is required in this project. Other areas to be reinforced shall be determined by the DBF's Engineer.
 1. Slabs and Beams under Travel Lanes
 2. Selected Heavily Cracked Slabs and Beams Outside Travel Lanes:
 3. Beams in One-way Slab Areas, Levels 1 Through 4.
 4. Beams and slabs in One-way Slab Areas, Plaza Level.
 5. Beams and Slabs supporting Dumpster floor area on Level P-3.
 6. Level P-1, Sagging floor structure below masonry wall running between columns A.6-19.7 to B.9-19.7: Jack up floor system, install retrofit reinforcing and grout remaining gap below wall solid.
 7. Other locations and conditions as indicated in Appendices B and C and as determined in the field.
- J. Method of Repair of cracking and delamination of a section of R/C exterior wall located between Levels P-0 & P-1 and Column lines A and F.1:
 1. The DBF's Engineer shall evaluate cracking and delamination in the exterior wall in the area identified and recommend a repair solution.
 2. The DBF shall include in the GMP an allowance of \$5,000 for implementation of the recommended repair. Actual cost shall be negotiated as a change to the Design-Build Contract.
- K. Traffic Coating: Provide appropriate Traffic Coating system at entries. Determine extent of coating into building to eliminate water intrusion into building structure. Coating shall be high viscosity crack filling system.

10. FIRE PROTECTION FOR INSTALLED REINFORCING SYSTEMS

- A. All installed retrofit reinforcing systems shall be coated with Benjamin Moore #220 Latex Fire Retardant Coating M59. Applications shall be in accordance with the manufacturer's recommendations. **Provide one additional, unopened gallon of the product to the Owner.**

11. **ANCILLARY SCOPE-OF-WORK ITEMS:** The following scope issues are secondary to the primary structural portion of the project scope, but shall be performed as a part of this project.

A. PAVEMENT MARKINGS

1. Prior to the preconstruction conference, the DBF shall field measure, prepare and submit a pavement striping and marking layout plan, delineating all existing parking spaces, directional arrows, symbols and signs, and other pavement markings and signage. The submittal shall also include plans and details for all temporary signage and markings required to redirect the garage traffic flow during the work. An electronic copy (AUTOCAD) of the existing layout will be provided by the Owner, but will require field measurement and verification and modification to match existing field conditions.
2. During the structural repair and reinforcement of the structure, the DBF shall remove pavement markings and signage as necessary to perform the work, as required to avoid damage to existing signage and/or as required to temporarily redirect traffic flow in the garage. Install temporary signage and markings as appropriate.
3. Following the repair and reinforcement of the structure, the Design-Build Firm shall reinstall or replace permanent signage to its original condition and location and reinstall pavement markings to match the original layout, as follows:
 - (a) Pavement Marking Paint: Modified acrylic latex emulsion traffic lane-marking paint, factory-mixed, quick-drying, and non-bleeding (Fed. Spec. No. TT-P-1952B). Colors: Yellow on concrete, White on asphalt, International Blue on handicap isles and symbols.
 - (b) Cleaning: Sweep and clean surface to eliminate material and dust.
 - (c) Striping: Parking lanes striping shall be 4-inches in width. Centerline striping shall be 6-inches in width. Other striping, chevrons, directional arrows and handicap parking symbols shall match existing.
 - (d) Do not apply traffic and lane marking paint until layout and placement has been verified with the Owner.
 - (e) Apply paint with mechanical equipment to produce uniform straight edges. Apply in 2 coats, using manufacturer's recommended methods, at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

B. PAINTED COLUMNS

1. Concrete columns in the garage area are architecturally painted and colored (coded) by floor location. Following the repair and reinforcement work, the DBF shall repaint and renumber any columns whose painted surface is affected or otherwise damaged by the work.

2. All columns to be painted shall be totally repainted to conform with the original condition and color scheme. Touch-up or partial repainting is not acceptable. Architectural plans of existing paint system are available from the O.R.
3. Colors, paint materials and standards shall match existing as close as possible, as approved by the OR.

12. OPERATIONS AND MAINTENANCE INSTRUCTIONS

- A. Submit operations and maintenance data and other pertinent information in 8-1/2 by 11 inch sized text pages, bound into 3-ring binders with durable plastic covers.
- B. Preparer binder covers with printed title "OPERATIONS AND MAINTENANCE INSTRUCTION, title of project, and subject matter of binders when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers with laminated plastic tabs, logically organized, as follows:
 1. Table of Contents.
 2. Project directory listing names, addresses and phone numbers of Owner, DBF, all other Contractors and Subcontractors and material suppliers (including contact name).
 3. Operations and Maintenance Instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and suppliers.
 4. Material data sheets, Original Warranties and Bonds.
- D. Submit one draft copy of completed manual 15 days prior to final inspection. This copy will be reviewed by the O.R. and returned, with comments, after final inspection. Revise content of all document sets as required prior to final submission and submit final manual(s) within 10 days after final inspection.

13. INSTRUCTION ON OPERATION AND MAINTENANCE

- A. The DBF shall instruct the Owner's staff on the operation, maintenance and repair of all installed systems using knowledgeable instructor(s) familiar with the installed systems and material.

END OF SECTION 4